

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

GENERAL STAR INDEMNITY)	
COMPANY)	
)	
Plaintiff,)	
)	Civil No. 2001-188
v.)	
)	
VIRGIN ISLANDS PORT)	
AUTHORITY,)	
)	
Defendant.)	
_____)	

ATTORNEYS:

Felice M. Quigley, Esq.
St. Croix, V.I.
For the Plaintiff.

Henry V. Carr, III, Esq.
St. Thomas, V.I.
For the Defendant.

ORDER

GÓMEZ, C.J.

Before the Court is the application of the plaintiff, General Star Indemnity Company ("General Star"), for an award of attorneys' fees and costs.

The defendant, Virgin Islands Port Authority ("VIPA"), was insured by General Star under several insurance policies. General Star brought this action against VIPA, seeking a declaration from this Court that the insurance policies did not afford coverage for claims made against VIPA in other litigation (the "Yellow Cedar Litigation"). General Star thereafter moved

for summary judgment against VIPA. The Court granted General Star's motion.¹ General Star now seeks \$197,688.09 in attorneys' fees and costs.

The decision whether to award attorneys' fees and costs to the prevailing party in a civil action is within the Court's discretion. See, e.g., *Bedford v. Pueblo Supermarkets of St. Thomas, Inc.*, Civ. No. 77-235, 1981 U.S. Dist. LEXIS 9369, at *2 (D.V.I. Jan. 22, 1981). In the exercise of that discretion, this Court has, on occasion, refused to make any award for attorneys' fees. See, e.g., *Smith v. Government of Virgin Islands*, 361 F.2d 469, 471 (3d Cir. 1966) (citing *Daly v. Kier*, Civ. No. 106-1950, 1952 U.S. Dist. LEXIS 1870 (D.V.I. Feb. 19, 1952)). The Third Circuit requires that "district courts, in applying the proper standards, set forth the specific reasons underlying the award--what the Supreme Court has described as the need to 'provide a concise but clear explanation of its reasons for the fee award.'" See *Ursic v. Bethlehem Mines*, 719 F.2d 670, 675 (3d Cir. 1983) (quoting *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983)).

Title 5, section 541 of the Virgin Islands Code provides that attorneys' fees may be awarded to the prevailing party as indemnity for expenses incurred in maintaining a civil action.

¹ (See Mem. Op. and J., Jan. 8, 2007.)

See V.I. CODE ANN. tit. 5, § 541(b) (1986).

Here, General Star seeks reimbursement for attorneys' fees and costs incurred in its defense of VIPA in the Yellow Cedar Litigation, not the above-captioned action. Because those fees and costs were incurred in other litigation, they are not properly sought in this matter.

Moreover, the affidavit attached to General Star's application merely states the total amount of attorneys' fees and costs incurred by General Star retained in its defense of VIPA in the Yellow Cedar Litigation. The affidavit does not set forth with any degree of detail the services the attorney actually performed. That lack of itemization is problematic because it renders the affidavit "so vague as to prevent meaningful judicial review." See, e.g., *Morcher v. Nash*, 32 F. Supp. 2d 239, 242-43 (D.V.I. 1998).

For the reasons stated above, it is hereby

ORDERED that the application is **DENIED**.

Dated: December 19, 2007

S_____
CURTIS V. GÓMEZ
Chief Judge

copy: Hon. Geoffrey W. Barnard
Felice M. Quigley, Esq.
Henry V. Carr, Esq.
Carol C. Jackson

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Lydia Trotman
Claudette Donovan
Olga Schneider
Gregory F. Laufer